

## C.5

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: March 1, 2005

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR ON-CALL  
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING  
DESIGN AND REVIEW SERVICES**

### I. **RECOMMENDED ACTION**

Move to approve the Consultant Agreement with Camp Dresser and McKee Inc. (CDM, formerly AGI Technologies), to provide on-call geotechnical and environmental engineering design and review services, and authorize the Mayor to execute on behalf of the City.

### II. **DEPARTMENT CONTACT PERSONS**

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Public Works Director	556-2733
Jeff Dendy, Stormwater Engineer	556-2890

### III. **DESCRIPTION**

#### **Background**

Over the past four years, City staff has been supported by a geotechnical and environmental engineering consultant for on-call services involving both public and private development, as well as emergency response to critical erosion and landslide hazard situations. The primary focus of this effort is to assist staff with ensuring compliance with City codes and regulations involving development proposals, and protecting public health and safety as it relates to hazardous soil conditions. Since 1997, CDM has provided these on-call geotechnical and environmental engineering services.

### **Consultant Selection**

Staff formed a selection committee in 2004, to review and update our on-call contracts. Since the contract term had ended, staff elected to request proposals from three qualified consulting firms, including CDM, from the City's consultant roster. Each firm responded with a proposal.

After review of the proposals, staff determined that CDM continues to be the most qualified firm to meet the City's on-call needs.

## **IV. IMPACT**

### **A. Service/Delivery:**

CDM will be used on an on-call basis to provide their services in support of the City's process. Approximately six new developments per year are required to be reviewed by the consultant. The need for emergency response to hazardous conditions is difficult to predict. However, because of past occurrences of occasional flooding and landslides in Redmond, it is apparent that we are in need of this service.

### **B. Fiscal:**

Recent history indicates the use of the City's geotechnical and environmental consultant to average about \$20,000 per year.

The majority of this service is funded from private development in the form of payments to the City for peer review. Although in some cases, services will be paid from the appropriate City budget.

## **V. ALTERNATIVE**

Council could choose not to approve the consultant agreement. Loss of access to these services could increase the time required for assessing geotechnical and environmental proposals, and divert City staff resources from other assignments. Increased proposal assessment time would decrease service to those applying for development approvals. Loss of access to these services could also be a critical problem in emergency situations.

**VI. TIME CONSTRAINTS**

The contract will be implemented upon approval by Council.

**VII. LIST OF ATTACHMENTS**

- A. Draft of Consultant Agreement for On Call Geotechnical and  
Environmental Engineering Services with Camp Dresser and McKee.

**William J. Campbell for**

David Rhodes, Director of Public Works

**2/18/05**

Date

Approved for Council Agenda **s/s**  
Rosemarie Ives, Mayor

**2/18/05**

Date

# ATTACHMENT A

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE</b> On-Call Geotechnical and Environmental Engineering Services	<b>WORK DESCRIPTION</b> Geotechnical Peer Review and Environmental Assessment and Small Project Design Services
<b>PROJECT NO.</b> N/A	
<b>CONSULTANT</b> Camp Dresser and McKee, Inc	<b>CONSULTANT ADDRESS</b> CDM 11811 NE 1 <sup>st</sup> Street Suite 201 Bellevue, WA 98005
<b>FEDERAL I.D. NO.</b> N/A	
<b>MAXIMUM AMOUNT PAYABLE</b> N/A On-Call Services	<b>COMPLETION DATE</b> Two (2) Years From Approval of Contract

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

## WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I**  
**GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II**  
**SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III**  
**GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

**IV**  
**TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

## **V PAYMENT**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

## **VI SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

## **VII EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part

of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

## **VIII NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180.

## **IX TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another



firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of the AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

## **XI DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII**  
**VENUE, APPLICABLE LAW AND**  
**PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

**XIII**  
**LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising out of work provided for in this contract.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the Consultant, the CITY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by this AGREEMENT. The CITY reserves the right to require complete certified copies of all required insurance policies at any time.

All insurance shall be obtained from insurance companies authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance as outlined above within 14 days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

### **XIV EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

## **XV ENDORSEMENT OF PLANS**

The CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

## **XVI COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

## **XVI EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*CONSULTANT*

*CITY OF REDMOND*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Rosemarie Ives, Mayor

**Title:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **Scope of Services**

**March 1, 2005**

The Consultant agrees to furnish all labor, materials, equipment and supplies to perform the following services:

1. Provide services related to plan checking and design review of development application documents for compliance with City requirements:
  - a) Perform review of plans and supporting documents submitted to the City in conjunction with development applications for compliance with the City Standard Specifications and Details for Public Works Construction, Clearing, Grading, and Stormwater Management Technical Notebook, ordinances, special project conditions of approval, and other adopted criteria indicated by the City and made available to the Consultant.
  - b) Provide, within two weeks of receipt, drawing redlines and written comments, as appropriate, to indicate non-conformance items or issues.
  - c) Meet to discuss review comments with City representatives and/or development proponents.
  - d) Respond to telephone inquiries from City staff, developer's engineer, or others.
  - e) Review re-submittals and provide drawing redlines and written comments, as appropriate within two weeks of receipt.
  - f) Advise the City in writing when the project plans and reports comply with those aspects under review by the Consultant.
  - g) Meet with City staff to discuss and evaluate the process and performance of the consultant.
  - h) Provide feedback to City staff relative to adequacy, appropriateness, and thoroughness of City standard specifications and details.
  - i) Perform other incidental engineering services in connection with plan checking.
  - j) Provide further engineering services as needed or assigned by the City.

2. Services other than those related to the plan review process, such as environmental assessment, design engineering for small projects, construction cost estimation, surveying, etcetera shall be completed as per a specific task order directed by the City and invoiced to identify related costs.

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**EXHIBIT B**  
**PAYMENT**  
**(NEGOTIATED HOURLY RATE)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

**2. Direct Nonsalary Costs**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Contingencies**

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.



## **5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

## **6. Inspection of Cost Records**

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

## **7. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.



## EXHIBIT C

### **City of Redmond Geotechnical Engineering and Environmental Services Schedule of Charges 2005-2006**

<u>Personnel Classification</u>	<u>Maximum Hourly Rate</u>
Officer .....	\$ 200
Associate .....	190
Principal .....	170
Senior Professional .....	150
Professional II .....	110
Professional I .....	90
Technician and Technical Support.....	80
Graphics.....	80
Project Support .....	80

*Consultant personnel time shall be billed at their direct hourly rate times the negotiated multiplier of 3.03, not to exceed the maximum listed for each classification; this equals the total payment for hours billed. The City of Redmond will accept adjustments of consultant personnel hourly rates during the term of the contract.*

#### **Equipment**

Vehicle Mileage .....	IRS allowable rate
Dedicated Field Vehicle .....	50.00 per day
All-Wheel Drive Vehicle.....	75.00 per day
Printing (special) .....	0.15 8.5 x 11
Field Equipment .....	Separate Schedule
Laboratory Testing .....	Separate Schedule

**Supplies.....** Cost

Charges for items not ordinarily furnished by CDM such as expendable equipment, rental equipment, subsistence, travel, tolls, special fees, permits, licenses, photographs and long distance telephone calls.

**Outside Services.....** Cost

Subcontracted services such as boring or excavation contractors, subconsultants, labor, and technical services

#### **Travel**

Travel time will be charged at regular hourly rates, portal to portal, not to exceed eight hours per day.

#### **Legal**

Legal testimony and preparation will be charged at standard rates + 35%.

#### **Sales Tax**

Unless explicitly stated otherwise, sales tax is not included in any fee estimate or quotation. Sales tax will be invoiced for any portion of CDM's services or work products which are subject to sales tax by applicable state law.

**City of Redmond  
Field Equipment Schedule of Charges  
2005-2006**

**Category Rate Field Equipment**

All equipment normally required for the following activities will be charged at a single daily rate. Special Rate Field Equipment listed below will be charged in addition. There is a one-half day minimum. Equipment lists are available upon request.

<u>Equipment Category</u>	<u>Day</u>
Soil Sampling during Investigations or Excavation Control .....	\$ 55.00
Field Moisture-Density Testing, Including Nuclear Gauge.....	85.00
Surveying Boring or Monitoring Well Locations.....	40.00
Ground Water Monitoring (Elevation and Subjective Criteria) .....	30.00
Ground Water Sampling and Testing .....	45.00
Air Monitoring and Testing .....	25.00
Vapor Extraction System Monitoring, Operation and Maintenance .....	40.00
Ground Water Treatment System Monitoring, Operation and Maintenance .....	35.00
Personal Protective Equipment -- Level D (Per Individual).....	30.00
Personal Protective Equipment -- Level C (Per Individual).....	55.00

**Special Rate Field Equipment**

The following equipment will be charged on an individual unit rate basis. There is a one-half day minimum.

<u>Equipment Item</u>	<u>Day</u>	<u>Week</u>	<u>Month</u>
Photo-ionization Detector (OVM, HNU, TIP) .....	\$ 60.00	\$ 148.00	\$ 564.00
Explosimeter (LEL, O2).....	25.00	100.00	325.00
Interface Probe .....	52.00	140.00	532.00
Dissolved Oxygen Probe.....	32.00	100.00	300.00
Turbidimeter.....	25.00	100.00	325.00
Electronic Data Logger .....	24.00	60.00	228.00
Electrical Resistivity Meter.....	30.00	120.00	400.00
Redi-Flo Pump with Converter .....	75.00	130.00	430.00
Continuous Water Level Recorder .....	35.00	140.00	450.00
Slope Inclinator .....	100.00	300.00	900.00
Self Contained Breathing Apparatus (SCBA) .....	55.00	220.00	725.00
Electrical Generator.....	45.00	180.00	575.00
Trash Pump 1.0 HP .....	15.00	60.00	200.00
Trash Pump 1.3 HP .....	25.00	100.00	325.00
Trash Pump 3.0 HP .....	35.00	140.00	450.00
Regenerative Blower .....	75.00	375.00	1500.00
Air Compressor .....	75.00	225.00	650.00
Low Flow Sample .....	100.00	300.00	900.00
Ph Meter .....	15.00	45.00	120.00
Water Flow Meter .....	5.00	15.00	45.00
IR Instrument (excludes \$20/sample).....	100.00	300.00	900.00

**City of Redmond**  
**Geotechnical Laboratory Schedule of Charges**  
**2005-2006**

<u>Symbol</u>	<u>Type of Test</u>	<u>Rate</u>
<b>MD</b>	Moisture/Density test, brass liner sample.....	\$ 12.50
<b>M</b>	Moisture Content (ASTM D 2216).....	9.50
<b>MC</b>	Chunk Moisture/Density (waxed chunk method) .....	25.00
<b>MA</b>	Sieve Analysis (ASTM C 136) .....	80.00
<b>HYD</b>	Sieve and Hydrometer Particle Size Analysis (ASTM D 422) .....	200.00
<b>M200</b>	Percent passing #200 sieve (ASTM D1140).....	57.00
<b>PI</b>	Atterberg Limits (ASTM D 4318) .....	86.00
	Non-Plastic.....	57.00
<b>SL</b>	Shrinkage Limit (ASTM D 427) .....	64.00
<b>SG</b>	Specific Gravity, Apparent (ASTM D 854 or C 127) .....	69.00
<b>PH</b>	pH measurement (ASTM G 51, D 2976) .....	29.00
<b>CO</b>	Electrical Conductivity of Water.....	29.00
<b>SR</b>	Soil Resistivity .....	63.00
<b>MOLD</b>	Remolding specimen to specified moisture/density .....	92.00
<b>TRIM</b>	Trimming to 1.43" or 2.46" diameter .....	47.00
<b>SHELBY</b>	Shelby Tube handling and sample extrusion (per sample).....	23.00
<b>COMP</b>	Compaction Test (minimum four points)	
	Standard (ASTM D 698) 4 inch diameter mold .....	149.00
	Standard (ASTM D 698) 6 inch diameter mold .....	183.00
	Modified (ASTM D 1557) 4 inch diameter mold .....	155.00
	Modified (ASTM D 1557) 6 inch diameter mold .....	189.00
<b>UC</b>	Unconfined Compression.....	98.00
<b>TX</b>	Triaxial Compression (ASTM D 2850)	
/UU	Unconsolidated, undrained.....	235.00
/UU/S	Unconsolidated, undrained, backpressure saturated (ASTM D 2850) .....	465.00
/CU/S/P	Consolidated, undrained, backpressure saturated with pore pressure measurements (ASTM D 4767) .....	550.00
/CD/S	Consolidated, drained, backpressure saturated.....	630.00
<b>VS</b>	Vane Shear (ASTM D 4648) per test .....	75.00
<b>DS</b>	Direct Shear (ASTM D 3080) per point (3 points typically required)	
/CD	"S" type, granular soils .....	100.00
/CD	"S" type test on plastic soils.....	115.00
/CU	"R" type test.....	110.00
<b>C</b>	Consolidation (ASTM D 2435) Two time rate controlled load increments .....	400.00
	Two tests simultaneously (each) .....	375.00
	Additional time rate controlled load increments .....	70.00
<b>PT</b>	Permeability in Triaxial Cell (ASTM D 5084)	
	all soils except CH, MH types.....	400.00
	CH, MH type soil .....	550.00
<b>P</b>	Permeability in Permeameter (granular soils only) .....	185.00

\* \$75.00 job setup charge for contract lab work

**CDM**

*JTS 2/16/2005*

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